

CHAPTER 21 - LEASE TERMINATION

PURPOSE

The RRHA Dwelling Lease is a yearly lease and may be terminated by either party with proper notice. Lease terminations may be voluntary on the part of the resident. The RRHA may refuse to renew the lease at the time of reexamination, or it may initiate a termination action against a resident for non-payment of rent, for serious or repeated violations or for other good cause.

A. Voluntary Terminations

1. Required Notice: Before a resident vacates the unit, the resident is required by the lease to give a 30-day written notice terminating the lease to the management office. The resident's obligation to pay rent continues until the end of the notice period and the keys are returned to Management, except if the unit is re-rented sooner (see 5. below).
2. Vacates Due to Death, Illness, or Nursing Home Admission: In general, a 30-day written notice from a family member will be required (see A.1 above). However, the management staff will attempt to balance the needs of the family at the time of crisis against the need for time to prepare and re-rent the unit. The Assistant Vice-President may allow more time if circumstances warrant it.
3. Moving Without Notice: If a resident moves without giving proper notice (known as a "skip") or does not return the keys to Management, the resident may be sent an abandonment notice specifying the date management became aware of the "skip" and follow up with legal action to recover the unit.
4. Negotiated Vacates or Evictions: Occasionally a vacate date is negotiated as part of a court settlement, a hearing settlement, or to avoid a termination action or if the Resident is evicted. In these cases, no further written notice is required.
5. Rent Cut-off Dates: Rent will be charged through the effective date of the vacate notice. If the resident vacates before the end of notice period, turns in the keys to management, the unit is readied, and the unit is re-rented to a new resident before the end of the notice period, the vacating Resident will not be liable for rent from the date the new resident signs the lease for that unit until the end of the notice period.

B. Termination of Lease For Nonpayment Of Current Or Retroactive Rent:

If payment of rent due is not made in the manner provided in the procedure "Payment of Security Deposit, Rent and Other Charges Procedure" the Property Manager shall proceed to terminate the lease as indicated in that procedure. If retroactive rent becomes due, the Resident must promptly pay such rent. No

extension of payment of retroactive rent will be made except as provided for under the hardship provision of payment of security deposit, rent, and other charges. Procedure for termination for nonpayment of retroactive rent is the same as termination for current rent.

1. **Timing of Notice:** If rent is not paid in full by the eighth day of the month, a Late Payment Notice and a Notice of Termination, terminating the dwelling lease in 14 days will be sent to the resident. After the expiration of the 14-day period, an Unlawful Detainer will be filed against the resident in the appropriate court.
2. **State Law Regarding Termination for Non-Payment:** The Unlawful Detainer will be served on the resident household. Virginia statutes governing Unlawful Detainer actions and hearings and procedures will be followed.
3. **Writ of Eviction; Physical Eviction:** If the court rules in the RRHA's favor and issues a writ of eviction and the writ of eviction is served on the resident, acceptance of the rent payment is at the discretion of management and the resident must voluntarily move or be physically moved out in the presence of the sheriff.

C. Consideration Of Termination Of Lease For Violations Other Than Non-Payment Of Rent

When it becomes necessary to consider termination of a lease for other than nonpayment of rent, and prior to sending a termination notice, management may meet with the tenant, or make reasonable efforts to arrange such a meeting, to determine the reason for failure to comply with the lease. Management will notify the Resident in writing that the lease may have been breached and request a meeting with him. If the breach is for unsatisfactory housekeeping, procedure "Unsafe and Unsanitary Housekeeping" shall apply. At the meeting, the Property Manager shall obtain sufficient facts from the Resident so that he can determine whether or not the lease has been breached. If the Property Manager is unable to confirm the alleged breach of the lease, he shall document the incident in detail, but will take no further legal action on the matter at that time.

If the breach is the result of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a resident's household or any guest or other person under the resident's control then VAWA protections may be enacted. (see Chapter 2 – Fair Housing, Paragraph E (2)). All families will be provided with a notice of rights under VAWA upon notification of eviction or termination of assistance.

If the Property Manager determines that there has been a breach, he shall provide the Resident with appropriate counseling or refer him for counseling in order to cure the breach and to avoid similar, future situations. If the situation has not been corrected following counseling, the Property Manager will assume that counseling and rehabilitation have failed and will complete a Notice of Termination of Lease stating the date of termination which shall be at least 30 days after the date the notice will be mailed. A copy of Notice of Termination of Lease shall be sent by regular mail. If the Resident continues in occupancy after the termination date, the Property Manager will bring an Unlawful Detainer action seeking possession of

the premises. The Property Manager will also mail a copy of the Unlawful Detainer to the Resident and one will be posted to the Residents door. The reservations of rights will also be sent in accordance with the Virginia Landlords Tenants Act.

Copies of notices, summaries of meetings and counseling sessions, and other pertinent documents will be placed in the tenant's file.

1. MULTIPLE AND REPEATED VIOLATION

Two similar violations of the terms of the lease normally are to be considered as repeated violations; and if no positive response is received from the tenant, this will cause tenant's lease to be terminated. It should be remembered that serious violations of the lease do not have to be repeated. When a Resident receives a first written notice for Resident to come in to discuss possible lease violation, the Property Manager will begin the following process:

- a. Inform the Resident that if he/she fails to respond to counseling, he/she may be in violation of the lease and then issue Resident a 21-day notice of non-compliance/30 Day Lease Termination.
- b. During the counseling session, the Property Manager shall inform Resident that any repeated violation or if Resident does not respond positively to the counseling session that this will result in termination of his/her lease (use Counseling Form).
- c. Upon repeated or multiple violations (which may be different) of the lease within a 18-month period, the Property Manager will mail a Notice of Termination to the Resident setting a date, 30 days later, for actual termination of the lease. One copy of this Notice of Termination shall be sent by regular mail and another copy shall be sent by certified mail. The Property Manager will immediately request a meeting with the Resident to explain that because of repeated or multiple violations of the lease within an 18-month period are the reasons for the lease termination.
- d. At the end of the 30-day period, if the Resident has not moved, an unlawful detainer action seeking possession of the premises will be served.

2. Evictions

- a. If Resident gets two eviction notices in a 12 month period of time and pays the total amount owed prior to the execution of the eviction, the eviction maybe stayed.
- b. If the Resident appears on the eviction list a third time within a 12 month period of time, they will be evicted.

3. Grievance Procedure – Effect on Termination

If the Resident files a grievance, all termination actions, except for nonpayment of rent, criminal or drug related, or verbal and physical disputes between residents would stop until a determination of the grievance is made. At that time, the decision on the grievance will prevail unless denied by the Assistant Vice-President on the grounds that:

- a. The grievance does not concern management's action or failure to act in accordance with or involving complainant's lease or management

regulations which adversely affect complainant's rights, duties, welfare, or status; or

- b. The decision of the hearing panel is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract between HUD and management.

A grievance for nonpayment of rent requires special considerations. (See Tenant Grievance Procedure).

D. Lease Termination for Cause

The Dwelling Lease may be terminated at any point during tenancy for serious or repeated violations of the lease terms.

1. Reasons for Termination: Management will act promptly to propose termination in serious situations that affect any of the following:
 - a. Any violent or drug-related criminal activity on, near or off premises.
 - b. Health and Safety
 - c. The property, other residents, staff, or neighbors;
 - d. The well being of the building, development, or neighborhood.
2. Management Actions to Terminate: In cases of repeated violations of the lease, the Property Manager will issue warnings/or counseling and take other actions to assist the resident with lease compliance prior to issuance of a lease termination.
3. Notice of Lease Termination: Notice of Lease Termination will be in writing and will be either hand delivered to the resident or an adult member of the resident's household and/or sent by first class mail. The termination notice will give the date by which the Resident must vacate, list the lease provisions violated, describe the specific incident(s) for which the termination is being issued, and indicate any rights the resident may have under tenant's grievance procedure or inform resident if violation is not grievable. The violation, if grievable, must be requested in writing within ten business days of the termination notice.
4. Timing of Notice of Lease Termination: In accordance with state law by a preponderance of the evidence if illegal drugs or other illegal items are seized on, near or off the premises, violation of criminal activities or drug-related criminal activity, this is considered an emergency and termination may be immediate. In cases where RRHA management determines that there may be a serious threat to the health or safety of others, that is also considered an emergency termination. The termination notice will be effective in a reasonable time, usually 24 to 72 hours, considering the seriousness of the situation. In all other terminations for cause other than nonpayment of rent, the resident will be given at least 30 days notice of the termination.
5. Resident Right to respond to a Notice of Lease Termination: In cases of emergency terminations, the resident is excluded from the Tenants Grievance

Procedure. This exclusion does not affect any rights the resident might have in an appropriate judicial proceeding. In 30 day terminations for cause, the resident may request a personal conference and/or a grievance hearing in accordance with the Tenants Grievance Procedure unless it is a non-remediable violation. A copy of the Tenant Grievance Procedure will be provided to the resident with the Notice of Termination.

6. Action for Resident Failure to Vacate on the Date of the Termination Notice: If a resident does not vacate by midnight on the effective date of the termination notice and no other agreement between resident and management has been negotiated, an Unlawful Detainer will be filed in the appropriate court. A Writ of Eviction may be issued by the court and served on the resident. If the resident still does not return the property to RRHA by vacating, the resident will be physically moved in the presence of the Sheriff.
7. Abandonment: If a resident is absent from the unit for at least seven consecutive calendar days, and rent is unpaid, the Property Manager may enter the dwelling unit to check for damages or emergencies in order to protect the Authority's property. The Property Manager shall immediately after such determination send the Resident "an abandoned of unit" letter advising the Resident that if we do not hear from him/her within seven calendar days of the date on the letter, the Authority will conclude the Resident had moved/abandoned unit. Also that the Authority will take possession of the tenant's unit and consider any property left by the Resident abandoned and will be disposed of in accordance with Virginia State Tenant and Landlord Act.

E. Effect of Giving Notice to Vacate:

1. Except as provided in #2 below, once a resident has given written notice to RRHA management that he or she is terminating the dwelling lease and vacating his or her unit, the resident will not be allowed to cancel, revoke, or otherwise change the notice.
2. If the unit has not been shown and accepted for re-rental by a new or transferring resident, the vacating resident may request RRHA management to agree to an extension of the vacate date or, in a case of hardship, may request management to allow the notice to be cancelled by the resident. Any agreement to a change in the vacate date or a cancellation of the notice is at the discretion of management and will be made in writing.
3. If a resident fails to vacate the unit on the vacate date stated in the notice to management or as otherwise agreed in writing between the resident and management, management may file an Unlawful Detainer action in court alleging an illegal holdover past the termination of the lease.

F. Move-Out Charges

When a resident gives notice to vacate, the resident will be given written information about what needs to be done to leave the unit in acceptable condition and to avoid charges for excessive cleaning, damage, and wear and tear beyond normal usage. Within a day of receiving the keys from the vacating resident,

management will inspect the unit. After maintenance has readied the unit, the manager will determine what charges, if any, must be assessed to the vacating resident for damage, excessive cleaning, removal of trash, etc. Within 45 days of the end of the notice period, the vacating resident will receive any remaining security deposit and applicable earned interest and/or a statement of charges assessed (Reconciliation Notice). Charges to the residents account will continue to be made until the keys are returned to the Management Office, or an Unlawful Detainer/Eviction has occurred.

G. Non-Renewal of Lease

1. Reasons for Non-Renewal: Serious or repeated violations of the Dwelling Lease, including chronic late payment of rent, failure to comply with community service program, record of disturbing other residents, failure to pay on other charges, unsafe and unsanitary housekeeping, are grounds for non-renewal of the lease.
2. Timing of a Non-Renewal of a Lease: 30 days prior to the effective date of the annual reexamination, the Property Manager will review the tenant's file to determine if there is cause for non-renewal. If there is sufficient cause, the manager will send the Resident a notice denying the renewal of the lease and informing the Resident that he or she must vacate the dwelling unit by the end of the month following the month in which the notice is given.
3. Rights to Hearing: Residents who are notified of the non-renewal of their lease have a right to a hearing in accordance with the Tenants Grievance Procedure. The non-renewal notices will include a notice of the right, and must be filed in writing within ten business days of the termination notice.

CHAPTER 22 - EVICTION POLICY AND PROCEDURES

PURPOSE

The eviction of a Resident from Public Housing, other federally aided, state aided, or affordable housing program as operated by the Richmond Redevelopment and Housing Authority (RRHA) is a serious matter. Eviction is not the preferred method of resolving agency or Resident problems. However, when all other reasonable efforts have failed, Resident eviction becomes necessary to enforce reasonable rules and regulations of the agency and to ensure that the individual rights of the Resident population as a whole are protected.

This eviction policy and procedure IS IN ADDITION TO AND INTENDED TO SUPPLEMENT AND CLARIFY THE ALLOWED GROUNDS FOR EVICTION UNDER THE LEASE(S) and the Admission and Occupancy Policies.

A. Causes for Eviction

Tenancy may be terminated for serious and/or repeated violation of material terms of the lease agreement. The most common causes of lease termination are as follows:

1. Failure to pay rent
2. Failure to pay charges other than rent (maintenance repair costs, late fees, repayment agreements, or other charges as applicable)
3. Drug-related criminal activity on or off RRHA premises
4. Disruptive, violent, or criminal behavior that threatens the health, safety or right to peaceful enjoyment of the premises
5. Unit damage/destruction
6. Failure to maintain the unit in a decent, safe and sanitary condition
7. Assignment of lease, subletting of premises, or providing accommodations for persons not on the lease
8. Failure to appear for scheduled appointments or failure to provide information to management for continued occupancy recertification's ("family obligations")

Note: The above listing is not all inclusive of evict able violations. Violation of any material term of the lease agreement may be grounds for lease termination/eviction.

B. Expedited Notice

Expedited Notice (Notice of Violation of Lease with Intent to Terminate) is served in cases of drug-related criminal activity, criminal activity, or any activity of an extreme nature that pose a threat to the health/safety of others including but not limited to a threat to the safety of staff.

The Notice and Grievance Procedure may be served by:

1. Personal Service

2. Substitute Service,
3. Conspicuous Service

Regardless of type of service, a copy of the Notice of Violation of Lease with Intent to terminate shall be mailed to the Head of Household. The Certificate of Mailing shall be retained as proof of service.

In the event the Resident does not vacate the unit within the Notice period, the Property Manager shall file action with the Court requesting removal of the family and release of the unit.

C. Physical Eviction of Residents

When a Resident is to be evicted from a dwelling unit, the locks will be changed and the furniture and personal property of the tenant/s will remain in the unit for a period not to exceed 24 hrs prior to being physically removed from the premises. This process will be performed under the supervision and direction of a management staff person, RRHA maintenance staff, and the sheriff or his deputy in accordance to city policy.

D. Action by Property Management:

1. Schedule a specific time with the sheriff's office for the eviction.
2. Notify the maintenance supervisor of the appointed time at least one day In advance.
3. Be present at the dwelling unit along with the maintenance supervisor
4. Give maintenance supervisor directions as may be required.

E. Actions by Maintenance Supervisor:

1. Take all measures to secure the unit by changing the locks on all of the doors and checking the locks on all of the windows.
2. Disposition of Property Left in the Unit

The housing manager or assistant shall inform the maintenance supervisor to remove and dispose of all unclaimed property still left in the unit the morning following the eviction.